

An instrument held to be a deed and not a mortgage, and hence not to be within the exception stated in this section. Under this section, a deed is valid as against the grantor and purchasers with notice, although not attested as required by sec. 11, and when recorded operates as constructive notice as though the attestation had not been wanting. *Brydon v. Campbell*, 40 Md. 336.

The saving clause in this section in favor of creditors, is not applicable to lien creditors alone. Distribution of funds in accordance with this section. *Stanhope v. Dodge*, 52 Md. 490; *Dodge v. Stanhope*, 55 Md. 116.

Inasmuch as a deed made in 1917 was apparently never recorded and certainly not before one made in 1918 claimed to be confirmatory, it is difficult to understand how the former can have effect as a deed. No evidence that creditors had notice of the unrecorded deed, or that the grantee took possession prior to the 1918 deed. Deed from husband to wife held fraudulent—see notes to art. 45, sec. 1. *James v. Murray*, 142 Md. 106.

#### Application of this section.

This section and art. 16, sec. 36, refer exclusively to deeds which are properly executed and acknowledged. *Pfeaff v. Jones*, 50 Md. 270. And see *Johns v. Reardon*, 3 Md. Ch. 58.

This section has no application to a question of priority between a mortgage and a judgment. Mortgages are especially excepted from its operation. *Knell v. Green St. Bldg. Assn.*, 34 Md. 72.

This section applied. *Barnitz v. Reddington*, 80 Md. 625.

An assignment of a mortgage is not a deed "by way of mortgage," within the exception in this section. Deed by way of mortgage defined. *Getz v. Johnston*, 143 Md. 547.

#### Generally.

This section does not allow the recording of mortgages after the six months. (But see art. 16, sec. 36.) *Harding v. Allen*, 70 Md. 398; *Stanhope v. Dodge*, 52 Md. 493; *Pfeaff v. Jones*, 50 Md. 271; *Sixth Ward Bldg. Assn. v. Willson*, 41 Md. 514.

This section does not impair the rights of parties claiming under a trust, nor equitable rights and liens. *Carson v. Phelps*, 40 Md. 100.

The same rule applies to this section as to prior ones, namely, that the title does not pass before the deed is recorded. *Nickel v. Brown*, 75 Md. 187.

As against creditors and purchasers, or assignees of the mortgagor seeking to redeem, the English doctrine of tacking or consolidation is inconsistent with this section. *Brown v. Stewart*, 56 Md. 431.

This section referred to in construing secs. 103 and 106—see notes to sec. 106. *Eden St. Bldg. Assn. v. Lusby*, 116 Md. 177.

Cited but not construed in *Link v. MacNabb*, 111 Md. 645; *Lester v. Hardesty*, 29 Md. 54.

See secs. 14 and 22 and notes, and art. 66, sec. 26.

As to deeds and mortgages recorded after the time required by law under a decree of a court of equity, see art. 16, sec. 36.

An. Code, 1924, sec. 20. 1912, sec. 20. 1904, sec. 20. 1888, sec. 20. 1831, ch. 304.

21. When the grantee, his heir or executor, in any deed or conveyance, shall take possession of the lands purporting to be conveyed thereby, such deed or conveyance, after being recorded (though not recorded within six months), shall have against all persons, from the time of taking possession as aforesaid, the same effect and validity, to all intents and purposes, as if the same had been recorded in proper time; nothing herein, however, to affect in any manner the preferences and priorities declared and given in section 17 of this article.

A deed not recorded as provided in sec. 14, does not affect existing creditors nor creditors becoming such between the date of the deed and the date of its record. As to such creditors without notice, the deed is valid and effective only as a contract for the conveyance. Creditors held not to be charged with notice, by possession or otherwise. *Hearn v. Purnell*, 110 Md. 466. And see *Hoffman v. Gosnell*, 75 Md. 577; *Sixth Ward Bldg. Assn. v. Willson*, 41 Md. 514.

Possession by grantees of grantee, is within the spirit and meaning of this section. Notice of possession—proof thereof. *Bryan v. Harvey*, 18 Md. 127.

This section has no application to a question of priority between a mortgage and a judgment. Mortgages are especially excepted from its operation. *Knell v. Green St. Bldg. Assn.*, 34 Md. 72.

Possession held to be sufficient notice to cause inquiry. *Hardy v. Summers*, 10 G. & J. 324.

This section does not affect the rule that the title does not pass until the deed is recorded, nor does it affect the priorities given by sec. 17. *Nickel v. Brown*, 75 Md. 187.

Cited but not construed in *Gill v. Griffith*, 2 Md. Ch. 287.

See notes to sec. 20.